

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

SIGNATOURS CORPORATION,

Plaintiff,

v.

ALL SEASONS VACATION  
RENTALS LLC; and KEVIN  
L. KELLY, individually,

Defendants.

Civil Action No. 14-cv-3155

COMPLAINT FOR COPYRIGHT  
INFRINGEMENT

JURY TRIAL REQUESTED

Plaintiff Signatours Corporation hereby alleges the following causes of  
action against Defendants:

**I. PARTIES**

1. Signatours Corporation (“Signatours”) is a Washington corporation  
having a place of business in Seattle, Washington.

1           2. Defendant All Seasons Vacation Rentals LLC (“ASVR”) is a  
2 Washington limited liability company having a place of business in Roslyn,  
3 Washington.

4  
5           3. Defendant Kevin L. Kelly (“Kelly”) is an individual believed to be the  
6 sole managing member of ASVR and resides in this judicial district. On further  
7 information and belief, Kelly controls ASVR and all wrongful actions taken by  
8 ASVR as described herein were done at the specific direction of Kelly.  
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## 10                                   II. JURISDICTION AND VENUE

11           4. This action arises under the copyright laws of the United States of  
12 America, 17 U.S.C. § 101 *et seq.* Jurisdiction over the copyright claims is  
13 conferred upon this Court by 28 U.S.C. §§ 1331 and 1338.  
14

15           5. Venue is proper in this Court pursuant to 28 USC §§ 1391(b) and (c)  
16 and 1400(a). Defendants reside in, have transacted business in and have had  
17 continuous and systematic contacts with the Eastern District of Washington.  
18 A substantial part of the events or omissions giving rise to the claims occurred in  
19 this District.  
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## 21                                   III. SIGNATOURS’ BUSINESS AND COPYRIGHTS

22           6. Signatours authors and is the owner of non-stock, high-dynamic range  
23 (HDR), commercial photographs of inns, resorts and vacation rental properties.  
24 These photographs are typically licensed to management companies for use in  
25  
26

1 marketing and rental of the properties. Signatours is the copyright owner of such  
2 high quality photographs to the vacation rental property referred to as the “Eagle  
3 Thunder Lodge Property” located at Snoqualmie Pass (hereinafter “Eagle Thunder  
4 photographs”). Signatours secured federal copyright protection of these  
5 photographs under U.S. Copyright Registration Nos. VAu001055316, effective  
6 January 10, 2011.  
7  
8

9 7. Without the permission of Signatours, Defendants have copied and  
10 published multiple Signatours Eagle Thunder photographs in their rental marketing  
11 materials on Internet vacation rental websites such as *allseasonsvacationrents.com*.  
12 On information and belief, Defendants widely distributed and publicly displayed  
13 Signatours’ Eagle Thunder photographs. Defendants used Signatours’ copyrighted  
14 photographs for the purpose of marketing and/or renting the property for  
15 commercial gain.  
16  
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18 8. Defendants have at all relevant times been aware of Signatours’  
19 copyrighted photographs. Defendants have no license from Signatours and despite  
20 notice of their wrongful activities Defendants deliberately and willfully infringed  
21 Signatours’ copyrights.  
22

#### 23 IV. CAUSE OF ACTION—COPYRIGHT INFRINGEMENT

24 9. Signatours realleges the preceding paragraphs of this complaint.  
25  
26

1           10. By copying, modifying and creating one or more derivative works  
2 and/or displaying and distributing Signatours' Eagle Thunder photographs,  
3 Defendants' actions constitute copyright infringement in violation of  
4 17 U.S.C. § 101 *et seq.*

5  
6           11. Defendants have facilitated possible infringement of others by failing  
7 to display Signatours' work with a credit and copyright notice attached and by  
8 publishing the Eagle Thunder photographs on the Internet.

9  
10           12. Defendants have profited from unauthorized use of Signatours'  
11 copyrighted work.

12  
13           13. Defendants had access to Signatours' copyrighted materials and  
14 knowledge of Signatours' ownership rights in the Eagle Thunder photographs and  
15 their infringing activities were deliberate, knowing, willful, and malicious, and  
16 were designed to provide Defendants with an economic advantage over Signatours  
17 or benefit at Signatours' expense. As a result of Defendants' willfully infringing  
18 acts, Signatours has been injured and has suffered damages in an amount to be  
19 proved at trial.

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21           14. Signatours claims remedies to which it may be entitled by law,  
22 including Defendants' revenues and profits pursuant to 17 U.S.C. 504(b); at  
23 Signatours' election and in the alternative, actual damages or statutory damages up  
24 to \$150,000 per infringement pursuant to 17 U.S.C. § 504(c); injunctive relief  
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1 pursuant to 17 U.S.C. § 502; impounding and destruction of infringing articles  
2 pursuant to 17 U.S.C. § 503; and attorney's fees and costs pursuant to  
3 17 U.S.C. § 505 and otherwise allowed by law.  
4

5 **V. PRAYER FOR RELIEF**

6 WHEREFORE, Signatours prays for the following alternative and  
7 cumulative relief:  
8

- 9 A. An order preliminarily and permanently enjoining Defendants and all  
10 persons in active concert or participation with any of them from  
11 copying or creating derivative works based on Signatours' copyrights;  
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- 13 B. An order, as specifically provided by 17 U.S.C. § 503 and other  
14 applicable law, for seizure to recover, impound, and destroy all things  
15 infringing Signatours' copyrighted materials, including any video,  
16 written, or digitally maintained materials Defendants may possess or  
17 have under their control, or under the control of any of Defendants'  
18 respective officers, agents, servants, employees, attorneys, or any  
19 other person acting in concert or participation with Defendants;
- 20 C. An order requiring Defendants to file with this Court and serve on  
21 Signatours, within 30 days of service of this order, a report in writing  
22 under oath setting forth in detail the manner and form in which  
23 Defendants have complied with the terms of the ordered relief;  
24
- 25 D. Damages in an amount sufficient to compensate Signatours for all  
26 injury sustained as a result of Defendants' wrongful activities,

1 including wrongful profits of Defendants, as provided under  
2 applicable law;

3  
4 E. Treble the amount of damages recovered by Signatours or other  
5 exemplary damages and all of its litigation expenses, including  
6 reasonable attorneys' fees and costs, as provided under applicable  
7 law; and

8 F. Such other and further relief as the Court may deem just.

9  
10 RESPECTFULLY SUBMITTED this 17<sup>th</sup> day of October, 2014.

11 s/David A. Lowe, WSBA No. 24,453

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